

Davis Co

PPME #2003 (Roads)

7/1/2004 6/30/2007

FILE COPY

AGREEMENT BETWEEN

Davis County Board of Supervisors

And

The Public Professional and Maintenance Employees
Local 2003, IUPAT

July 1, 2004 through June 30, 2007

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PREAMBLE

This Agreement is entered into by and between Davis County, Iowa, SECONDARY ROAD DEPARTMENT, hereinafter referred to as an "Employer", and PUBLIC, PROFESSIONAL, & MAINTENANCE EMPLOYEES LOCAL UNION NO. 2003, INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO and any successor affiliates, hereinafter referred to as "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, Chapter 20 of the Code of Iowa, as amended.

Definitions: When used in this Agreement, unless the context otherwise requires;

- a. "Board" means the Public Employment Relations Board established under Section 20.5 of the Code of Iowa.
- b. "Regular Full-time Employees" means those individuals who have successfully completed a probationary period and who have been retained to fill a permanent vacancy, or newly created job classification.
- c. "Seniority" means a regular full-time employee's length of continuous service with the Employer since their last date of hire.
- d. "May" confers discretionary privileges.
- e. "Shall" imposes duty.

ARTICLE 1 - RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative

for wages, hours and other terms and conditions of employment permitted by the Act for all of the Secondary Road Department regular full time County road maintenance employees including: General Foreman, Patrol Operator, Bridge Foreman, Truck Driver, Cat Operator, Bridge Helper (Dragline), Shop Foreman, Shop Help, Gradall Operator, Construction Technician and Rodman-Inspector, which excludes the County Engineer, Assistant to Engineer, Secretary, Party Chief and all other personnel excluded under Section 4 of the Public Employment Relations Act.

ARTICLE 2 - SEPARABILITY SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3 -GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application, or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with their immediate supervisor or his/her designated supervisor within three (3) working days following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the County Engineer's designed supervisor within five (5) working days following the oral discussion. A copy of the grievance shall be forwarded to the County Engineer. Within six (6) working days after this Step 1 meeting, the Employer will answer the grievance in writing.

Step 2. If the Employer's answer in Step 1 fails to resolve the grievance, the Union and/or the aggrieved employee shall refer to the grievance to the County Engineer within seven (7) working days of the receipt of the Step 1 answer. Following a meeting with the aggrieved employee and/or the Union, the County Engineer or his/her designated representative, the County Engineer shall answer the grievance in writing within seven (7) working days.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within fourteen (14) working days after the date of the County Engineer's answer given in Step 2.

It is expressly agreed and understood that no employee or the Union shall have the right to compel arbitration of a grievance without the written consent of the other. An aggrieved employee may elect not to have a Union representative present at the grievance meeting(s).

All grievances must be taken up promptly and awards and settlements thereof shall be made retroactive to the date on which the event occurred. If a grievance is not presented

within the time limits specified in this Article, it shall be considered waived except where extenuating circumstances require extension of the time limits. If a grievance is not timely answered by the Employer, it may automatically be referred to the next step.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and

are not open to the public.

ARTICLE 4 - MEDIATION AND IMPASSE PROCEDURE

Agreement of Parties. The Davis County, Iowa, Secondary Road Department and Public, Professional, & Maintenance Employees Local Union 2003 IUPAT agree that the mediation and impasse procedures shall be provided pursuant to Chapter 20 of the Code of Iowa. The parties may mutually agree to extend impasse procedure time lines if necessary to complete the bargaining process.

ARTICLE 5 - SENIORITY

Seniority means an employee's length of continuous service with the Employer since their last date of hire and shall prevail on a County wide basis. Seniority shall be administered on a job and unit classifications basis.

A new employee shall serve a probationary period not to exceed six (6) months. Upon completion of the probationary period he/she shall be placed on the seniority list and their seniority shall be determined from their last date of hire. The "last date of hire" shall mean the first day of continuous service to the County as a current employee. In the event that more than one employee is hired on the same day, placement on the seniority list will be by alphabetical order using the first letter of their last names. In the event that the last names are the same, their Social Security numbers will be used to determine seniority by using the last number and working forward until one number is greater.

No permanent vacancy or newly created job classification in the bargaining unit, with the exception of the Working Foreman job classification, shall be filled by new hire or

promotion until such vacancy has been posted for a period of five (5) working days and current employees within the bargaining unit have had the opportunity to apply for such positions and to have their application considered.

All job openings shall be posted at the county shop by the County Engineer, Asst. to the County Engineer and/or Board of Supervisors. Such notice shall be time stamped and dated, posted for five working days and time stamped and dated upon removal. In the event the vacancy is posted after 7:00 a.m., the posting will become effective at 7:00 a.m. the following work day and end five (5) working days later at 3:30 p.m.

The County Engineer and/or the Board of Supervisors shall make their selection from the bids on the basis of seniority and ability to do the job. The County Engineer and/or the Board of Supervisors shall notify the Union Steward as to the selection within eleven (11) working days following the time that the posted notice is removed from the Bulletin Board.

The successful job bidder shall be placed on the bid job within thirty (30) days after notification of his/her selection and shall have a period of thirty (30) days to qualify by evaluation. The successful job bidder shall be entitled to voluntarily return to his/her former position within two weeks following placement on the bid job. For legitimate reasons the Employer may extend the trial period for an additional sixty (60) days with notification in writing to the Union Steward and employee. Circumstances beyond the Employer's control, which prevent employee evaluation, shall be a legitimate reason for extension. If the employee fails to make reasonable progress in the new position within ninety (90) days, following a second evaluation, he/she may be removed and shall be returned to his/her

former job classification.

An employee who bids a job and successfully qualifies shall receive the rate of pay for that job beginning on the date the Union Steward receives notification of the successful bidder. If question is raised as to the proper selection, it shall be handled under the grievance procedure.

In order to obtain a trial period or be awarded a patrol operator's job, the employee must live within fifteen (15) miles of the county maintainer parking site or be willing to relocate to a permanent residence located within a fifteen (15) mile radius of the county owned maintainer parking site which shall be considered the patrol operator's work station. All patrol operators hired after July 1, 2001 who change their permanent residence shall comply with the requirements stated above. All patrol operators who currently have maintainers located at their homes shall continue to have this site as their designated work station.

Qualified applicants outside the unit may be considered by the Employer after said five (5) working day posting obligation is met or after said trial period.

An employee who has successfully bid to a new position shall be precluded from the bidding rights granted under this Article for a period of one-hundred-eighty (180) days. The timeline may be waived only with the mutual agreement of the Union and Board of Supervisors and/or the County Engineer.

The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement within thirty (30) days after its execution. When the

working force is to be reduced, the employee with the least job classification seniority in the job classification affected shall be the first removed. The employee removed can then replace a junior employee in the bargaining unit. On recall from layoff, employees will be returned to work in the reverse order in which they were laid-off if they are qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

An employee shall lose all seniority if the employee resigns, retires, is discharged or is laid off for a continuous period of one (1) year.

It is the employee's responsibility to keep the Employer informed of their current address and phone number.

An employee promoted out of the bargaining unit and still employed by the Secondary Road Department will continue to accumulate seniority for a period not to exceed twelve (12) months. Upon completion of said twelve (12) month period, bargaining unit seniority shall be frozen.

ARTICLE 6 - MILITARY LEAVE

A full-time employee may be granted a military leave of absence for a period of up to thirty (30) days with pay as prescribed by Section 29.128 of the Code of Iowa.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

ARTICLE 7 - HEALTH AND SAFETY

An employee, who is injured on the job, if physically able, shall immediately report to a supervisor. When necessary, an injured employee shall be provided with transportation to take him/her to a doctor, his/her home, or a hospital. The employee shall be paid the employee's hourly rate of pay for the time lost the day of the injury without reduction in the employee's paid leave accounts.

ARTICLE 8 - BULLETIN BOARDS

Upon approval by the County Engineer, the Union shall be permitted to post official Union notices on bulletin boards in County shops. Said Union notice(s) must be signed by the Union representative of Local Union No. 2003.

ARTICLE 9 - DISCIPLINE

SECTION 1

The Union recognizes the right of The Employer to discipline, suspend or discharge employees for "just cause" An employee who alleges that such action was not based upon just cause, may appeal The Employer's action through the grievance procedure set forth in this Agreement.

SECTION 2:

Notwithstanding Section 1 above, nor any other provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

ARTICLE 10 - VISITATION

The Business Representative of the Union who has been previously identified by the

Union to the County Engineer or his designated representative for each visit, will be permitted to visit the jobs or shops to ascertain that the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operation.

ARTICLE 11 - STEWARD

The Employer recognizes the bargaining unit's right to have a Steward(s).

ARTICLE 12 - HOURS OF WORK AND OVERTIME

Employees shall work forty (40) hours per week. Employees shall work eight (8) hours per day, five (5) days per week, Monday through Friday, from 7:00 A.M. to 3:30 P.M. The lunch period shall be thirty (30) minutes unless a longer period is agreed upon with the County Engineer.

In the event that an employee has reported to work during the winter season prior to the regularly scheduled starting time of 7:00 A.M., said employee may be released from work after completing an eight-hour shift provided that the work has been completed clearing roads and related activities as determined at the discretion of the county engineer or his designated agent. Employees shall be compensated at the overtime rate for all hours worked other than regularly scheduled (7:00 A.M. - 3:30 P.M.).

Rest Periods. The Employer shall grant, with pay, one (1) fifteen (15) minute rest period in the morning, and one (1) fifteen (15) minute rest period in the afternoon.

Travel time from point of origin to site of work and return shall be considered part of the working day. Point of origin for all workers shall be the respective maintenance building to which each employee may be assigned.

Overtime. Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in any one (1) work day; or in excess of forty (40) hours in any work week. Work performed on Saturday or Sunday will be paid for at the rate of time and one-half (1 1/2) the employee's straight time rate. Work performed on a recognized paid holiday will be paid for at time and one-half (1 1/2) the employee's straight time hourly rate. Overtime shall not be paid more than once for the same hours worked. The need for overtime work shall be determined by the Employer and any overtime work that is performed must have prior authorization from the Employer. Overtime work shall be performed by the employee(s) who has the most seniority and is qualified. Overtime work will not be assigned to temporary or part-time employees before offering the overtime work to all regular full-time employees. All time paid such as sick leave, vacation, holidays, jury duty, military leave, and funeral leave will count as time worked for the purpose of computing overtime. In an emergency where there are circumstances affecting public health or safety the Employer may assign overtime work to any available employee.

ARTICLE 13 - TRANSFERS

An employee temporarily or permanently transferred to a higher job classification will be paid the higher hourly rate of their new job classification; and if transferred to a lower job classification temporarily will receive their current hourly rate.

ARTICLE 14 - SICK LEAVE

Probationary employees are not eligible to receive sick leave benefits during their

probationary period until completing ninety (90) days of continuous services.

A probationary employee who has completed ninety (90) days of continuous service will be credited with four and one-half (4 1/2) days of paid sick leave. Thereafter, sick leave will be earned at the rate of one and one-half (1 1/2) days per month and can accumulate up to a maximum of one hundred twenty (120) days.

Conversion. Employees with one hundred twenty (120) accumulated days of sick leave shall be eligible to convert every three (3) days of additional sick leave to one (1) day of paid vacation.

Sick leave will be paid only when the employee is unable to work due to a personal illness or injury. However, for any time off work due to an injury or illness covered by workers' compensation payments, accumulated sick leave will be paid accordingly so that the employee's weekly net income is not reduced from what he/she would normally have earned if working. Such use of sick leave shall be charged to the nearest hourly increment.

Any medical doctor's written verification of illness or injury can be required by the Employer for substantiation of an illness or injury and shall be paid for by the Employer.

Sick leave benefits can be used for doctor or dental appointments that cannot be scheduled after working hours and charged to the nearest hourly increment.

Employees can use up to ten (10) days per year for illness or injury of any member in their immediate family where their services are required at home. Such use of sick leave must be substantiated by employees with a medical certification, paid for by the employee.

Sick leave benefits shall be paid 100% of the employee's regular hourly rate.

All employees shall be reimbursed for unused accumulated sick leave upon reaching the age of sixty-two (62) or upon meeting the current early retirement requirements of the Iowa Public Employees' Retirement System.

ARTICLE 15 - EXTENDED LEAVE OF ABSENCE

An employee whose personal illness as certified by a duly qualified physician extends beyond the expiration of his accumulated sick leave shall be granted a leave of absence without pay by the Employer for the duration of the illness not to exceed one hundred eighty (180) continuous calendar days. Any additional extensions beyond that which has already been referred to must be mutually agreed upon between Employer and employee. Request for such leave shall be made in writing to the County Engineer and a copy filed with the Union office.

An employee granted this leave of absence shall not be eligible for fringe benefits, holiday pay, or accrue retirement, vacation, sick leave or seniority during the period of such leave except as otherwise provided by state law.

Premiums for insurance normally paid by the Employer will be paid by the employee during the approved leave of absence, if the employee elects to continue coverage.

If the employee does not return to work upon the expiration of his/her leave of absence, he/she shall be terminated.

Upon return from leave of absence, the employee shall return to his/her former job if physically qualified, or to another position in accordance with seniority, qualifications and ability as determined by the Employer.

ARTICLE 16 - UNPAID LEAVE OF ABSENCE

An employee may, with the County Engineer's approval, be granted and use up to five (5) days leave of absence per fiscal year without pay. Any such leave of four (4) hours or more will not be granted unless and until vacation and personal leave is depleted. A leave of less than four (4) hours may be granted with vacation and personal leave still existing.

Up to five (5) days of approved leave of absence may be granted and used each year without affecting the employee's accumulation of benefits as described in Article 15, paragraph 2, of this Agreement.

A request for the above leave of absence may be refused by the County Engineer if the absence will cause a problem in performing road work. The Assistant to the County Engineer or the Office Manager may approve the above leave in the absence of the County Engineer.

The above leave of absence does not supersede the extended leave provided in Article 15 of this Agreement which is directly related to extended illness, and may be granted for matters unrelated to illness.

ARTICLE 17 - FUNERAL LEAVE

Each regular full-time employee shall, after ninety (90) days of continuous employment be eligible for a paid leave of absence of up to five (5) days for a death in the immediate family. The immediate family shall be defined as employee's parents, spouse, child, mother-in-law and father-in-law.

Employees shall be granted up to three (3) days paid funeral leave for a death of

brother, sister, grandchild, son-in-law and daughter-in-law.

Employees shall be granted up to one (1) day paid funeral leave for a death of aunt, uncle, grandparents, grandparents-in-law, brother-in-law and sister-in-law.

Employees shall be granted up to a half (1/2) day of paid funeral leave to attend a funeral service of a former County employee, or to serve in a military honor guard or to serve as a pallbearer.

Only days absent which would have been a compensable work day will be paid. No payment will be made during vacation, holidays, layoffs, or other leave of absence.

ARTICLE 18 - HOLIDAYS AND PERSONAL LEAVE

Holidays. The following holidays will be granted with pay:

- | | |
|------------------------------|---|
| 1. New Years Day | 7. Thanksgiving Day |
| 2. Presidents Day (observed) | 8. Day after Thanksgiving |
| 3. Decoration Day (observed) | 9. Christmas Day |
| 4. Fourth of July | 10. Day of County Fair designated County Engineer |
| 5. Labor Day | |
| 6. Veteran's Day | 11. Good Friday |

Holidays shall be paid eight (8) hours straight time. A holiday occurring on Saturday shall be observed on the Friday preceding and a holiday occurring on Sunday shall be observed on the following Monday.

In cases other than layoff or leave of absence, an employee can qualify for holiday pay if special arrangements mutually agreeable between Employer and employee have been made

prior to the holiday.

Personal Leave. All employees shall be eligible for three (3) personal leave days per year. Personal leave shall not be cumulative.

ARTICLE 19 - JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES

Reference is made here to Exhibit "A", Job Classifications and Straight Time Hourly Wage Rates. By this reference said Exhibit becomes a part of this Agreement.

The option to revise and implement changes to the position descriptions will be made with the mutual consent of both the Employer and Union. The Union Steward will initially act on behalf of the Union.

ARTICLE 20 - INSURANCE

Health Insurance. The Employer shall provide full-time employees and their dependents with health insurance coverage, and the Employer shall pay the full cost of single coverage monthly premiums and ninety percent (90%) of the cost of the family/dependent coverage monthly premiums for employees and/or their dependents. The remaining ten percent (10%) cost of family/dependent monthly premiums shall be paid by the employee. There shall be no premium contribution required from employees selecting single coverage only.

The Employer agrees to provide the Union with a quarterly Income and Disbursement report showing all insurance fund activity and the current insurance fund balance. The Employer agrees to pay into the insurance fund the maximum premium recommended by the

insurance carrier for single coverage so long as the balance is \$250,000, and may reduce the premium payments when the balance exceeds that amount. However, prior to any reduction in premiums the Employer agrees to notify the Union and to bargain through impasse on insurance and wage improvements.

The employee will pay the co-insurance and \$100/\$200 inpatient deductibles. On the first day of the calendar quarter following the date the insurance fund balance reaches \$125,000 the Employer will pay the single deductible. On the first day of the calendar quarter following the date the insurance fund balance reaches \$150,000 the Employer will pay the single and family deductible.

Emergency Room Coverage. An employee may be denied insurance coverage for emergency room charges when the independent health case plan administrator determines the emergency room visit is for non-emergency conditions which do not require emergency treatment, but could be treated in a non-emergency environment. A dispute as to the necessity of emergency room treatment shall be resolved by a written statement from the attending physician as to whether or not the condition of the employee required emergency room usage for treatment.

Prescription Card. The Employer shall provide a prescription card for all employees and their dependents. The employee shall pay the \$6.00 deductible cost of the prescription card.

Dental Insurance. The Employer shall pay the full cost of the employee's monthly premium for dental insurance. The employee shall have the option to insure their dependents

and shall pay any additional premium for family/dependent coverage through payroll deduction.

Life Insurance. The Employer shall pay the premium for \$10,000 term life insurance on the employee. The employee shall designate the beneficiary.

Carrier. The Employer retains the right to select the insurance carrier, but the coverage shall remain equal or better than the coverage presently in effect except as modified by this Agreement.

Glasses. In addition to the above coverage the Employer will contribute forty (\$40) dollars per year to each employee toward safety prescription glasses or a yearly eye exam. In the event of on-the-job breakage, the Employer will pay up to \$200 annually for eye glass replacement provided the employee has filed proper documentation.

The Employer shall pay a minimum of three (3) months insurance premiums in the event an employee is laid off. Insurance will not be paid if termination is at the request of the employee nor after the employee's requested retirement date is effected.

ARTICLE 21 - MILEAGE REIMBURSEMENT

In the event there is no County vehicle available and the employee has to use their personal vehicle in the performance of their duties; they shall be reimbursed mileage in the maximum amount allowed under the Iowa Code.

ARTICLE 22 - JURY DUTY

An employee required to serve as a juror shall receive his regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign

all fees, except mileage, received for such duty to the Employer.

ARTICLE 23 - PAY PERIOD

Employees will receive warrants every other Thursday, with the preceding Friday designated as the payroll cut-off date. The employee or employee's spouse may pick up the employee's paycheck after 3:30 p.m. on payday. The spouse must have prior written consent. Employees not normally reporting to the shop at the end of the workday will be allowed fifteen (15) minutes travel time beginning at 3:15 p.m. to pick up their checks in Bloomfield on payday.

ARTICLE 24 - VACATION

An employee is eligible to receive two (2) weeks (10 working days) paid vacation after one (1) year of continuous full-time employment. After eight (8) years of continuous full-time employment, an employee is eligible to receive three (3) weeks (15 working days) paid vacation. After fourteen (14) years of continuous full-time employment, an employee is eligible to receive four (4) weeks (20 working days) paid vacation. Only regular full-time employees are eligible for vacation time and pay.

All vacations must be taken during the twelve (12) month period following the anniversary date of qualifying employment unless approved in writing by the County Engineer.

The Supervisor shall arrange for vacation periods in such a manner so that absences will not have an adverse effect on the accomplishment of the work program. For the use of five (5) days or more of vacation time, employees will give five (5) working days notification

to the immediate supervisor.

Upon resignation or termination from County service, an employee shall be paid on a pro-rata basis for all unused vacation left at the time of termination. However, employees who are discharged for cause or employees who do not give two (2) weeks advance notice prior to quitting shall forfeit vacation pay.

Vacation pay will be at the employee's normal forty (40) hour pay for the week for which he/she would have been regularly scheduled to work.

ARTICLE 25 - RELEASED TIME

The Union shall be allowed released time for the purpose of official delegates, officers or other Union Representative attendance at the following official union meetings: negotiations, grievance hearings, arbitration proceedings. Request for proposed attendance at such meetings shall be submitted to the County Engineer for approval in advance of the desired absence allowing sufficient time to secure adequate substitutes for such absences. Such released time shall be without loss of pay. In the event the County Engineer feels such meetings are becoming too costly the Employer may request meetings after working hours and the Union shall agree.

ARTICLE 26 - DUES CHECK-OFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his pay and remit such deductions to the official designated by the Union in writing of the exact amount of such regular membership dues to

be deducted.

The Employer will remit, along with the dues deduction, a list of names of all the employees in the bargaining unit indicating with a check those for whom dues were deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken by the Employer under the provisions of this Article.

ARTICLE 27 - ENTIRE AGREEMENT/FINALITY

This Agreement supersedes all previous written agreements between the Employer and the Union or any members thereof and unless expressly stated to the contrary herein constitutes the entire Agreement between the parties and concludes collective bargaining for its term. Any subsequent or supplemental agreements must be reduced to writing and executed by both parties to be effective. Past practices which are not mandatory subjects of bargaining under Section 20.9 of the Act shall not constitute a part of this Agreement unless expressly stated to the contrary herein.

ARTICLE 28- DURATION

This Agreement shall be in effect from July 1, 2004, and shall remain in full force and effect until its expiration on June 30, 2007

Signed this 2 day of Feb., 200⁴~~8~~.

EMPLOYER

SECONDARY ROAD DEPARTMENT
DAVIS COUNTY, IOWA

By Steve Egan
Chairman, County Board
of Supervisors

UNION

PPME LOCAL 2003, IUPAT
AFL-CIO

By Michael Bushman
Union President

By Ronald A. Schell
Business Representative ¹⁻²⁹⁻⁰⁴

EXHIBIT A - JOB CLASSIFICATIONS AND HOURLY WAGE RATES

<u>Classifications</u>	<u>July 1, 2004</u>	<u>July 1, 2005</u>	<u>July 1, 2006</u>
Shop Foreman	\$14.63	\$15.05	\$15.56
General Foreman	\$14.38	\$14.80	\$15.31
Bridge Foreman	\$14.17	\$14.59	\$15.10
Construction/Dozer Foreman	\$14.17	\$14.59	\$15.10
Construction Technician	\$14.09	\$14.51	\$15.02
Shop Help	\$14.06	\$14.48	\$14.99
Dragline Operator	\$14.16	\$14.58	\$15.09
Gradall/Backhoe Operator	\$14.16	\$14.58	\$15.09
Cat Operator	\$14.06	\$14.48	\$14.99
Truck Driver	\$14.06	\$14.48	\$14.99
Bridge Helper	\$14.06	\$14.48	\$14.99
Patrol Operator	\$14.16	\$14.58	\$15.09
Rod-Man Inspector	\$14.06	\$14.48	\$14.99
Common Laborer	\$13.60	\$14.02	\$14.53

Longevity: Employees shall be paid an additional \$.01 per hour per year of continuous employment.

New Hires: All new employees starting their employment with Davis County shall receive \$.50 per hour less for the first six (6) months of their employment and \$.25 per hour less for the second six (6) months of their employment.

Protective Clothing: The Employer shall provide clothing to all Secondary Road employees to meet required OSHA standards.

Effective January 1, 1996 Davis County employees holding a CDL will be required to be in compliance with Federal and State regulations.